Now Therefore This Agreement Witnesseth; - That in consideration of the said insended marriage and of the mutual covenants and agreements hereinafter contained, and for the purpose aforesaid, from and after the date of said intended marriage the said George Birely shall continue to possess and enjoy the real and personal property now owned, possessed and enjoyed by him, or which may hereafter by devise, bequeath, gift, purohase, or otherwise be acquired by him, subject only to the provisions in the Will of the said George Birely for the benefit of the said Frances Dorsey Howard hereinafter set forth, with sole power to dispose of the same absolutely or conditionally by deed, will, or otherwise, notwithstanding said marriage, without the help or hindrance of the said Frances Dorsey Howard, and upon the death of the said George Birely, said property to pass under his Will and Testament, or according to the laws of descent and distribution of the State of Maryland, to the devisees, legatees, heirs or next of kin of him, the said George Birely, free, clear, released, and exonerated from all dower, claim, interest or distributive share to which she, the said Frances Dorsey Howard, might or could be entitled as widow of the said George Birely, subject to the provision and condition that the said George Birely will by his last Will and Testament give and devise unto the said Frances Dorsey Howard the sum of Twenty-five Thousand Dollars (\$25,000.00), unconditionally, provided the said Frances Dorsey Birely survive the said George Birely as his widow, and in the event she does not survive him as his wedow, then the said bequest of \$25,000.00 shatt be null and void;

And the said George Birely hereby covenants and agrees that he will execute his Will in due form according to the laws of the State of Maryland, and that he will by the provisions of said Will give and bequeath unto the said Frances Dorsey Howard the sum of Twenty-five Thousand Dollars (\$25,000.00) unconditionally, provided she, the said Frances Dorsey Howard survives him, the said George Birely as his widow, and should she not survive him as his widow, then the said bequest shall become null and void and of none effeot, and the said George Birely is hereby released from his obligation to make said bequest; And the said Frances Dorsey Howard for the consideration aforesaid, hereby covenanas and agrees with the said George Birely, his persoanl representatives, heirs and assigns, that she, the said Frances Dorsey Birely, will in ni manner disturb the said George Birely, his heirs, personal representatives or assigns in the possession, enjoyment disposition and power herein provided for; and for the further consideration and purpose afpresend, it is further agreed and understood that from and after the date of said intended marriage, the said Frances Dorsey Howard shall continue to possess and enjoy the real and personal property now owned, possessed and enjoyed by her, or which may hereafter by devise, bequest, gift, purchase, or otherwise, be acquired by her, with power to dispose of some absolutely or conditionally by deed, will or otherwise, notwithstanding her covethure, without the help or hindrance of the said George Birely, giving receipts for the income thereof as though she were sole and unmarried;

And the said George Birely, for the consideration aforesaid, hereby covenants and agrees with the said Frances Dorsey Howard, her heirs, personal representatives and assigns, that he will in no manner disturb the said Frances Dorsey Howard in the possession, enjoyment, disposition and power herein provided for, and that in the event the said Frances Dorsey Howard shall become entitled during her said coverture to to property or effects other than she is now possessed he, the said George Birely, will unite in all such instruments in law as may be required by the said Frances Dorsey Howard to place the property and effects so required during coverture in trust for the said Frances Dorsey Howard so solve and separate use, as though the same had been possessed by her at the date here-